

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

CINDY BOBRYK, et al. v. DURAND GLASS MANUFACTURING CO., INC., et al.

Please read carefully. Your legal rights may be affected

TO: All non-exempt production employees working for Durand Glass Manufacturing Co., Inc. in New Jersey.

RE: LAWSUIT SEEKING UNPAID WAGES

INTRODUCTION

This Notice is being sent to you by Order and under supervision of the United States District Court for the District of New Jersey. It has come to the attention of the Court that Durand Glass and/or its attorneys contacted various employees regarding pending litigation, and during this contacts, may have omitted and/or misstated the legal and factual basis of the pending litigation. This notice is designed to notify you of the lawsuit and clarify your rights in connection with the litigation and to remedy any misunderstandings as to the litigation.

DESCRIPTION OF THE LAWSUIT

Cindy Bobryk filed the litigation as a collective action for unpaid overtime and wages under the Fair Labor Standards Act, and as a class action for unpaid overtime and wages under the New Jersey Wage and Hour Law and New Jersey Wage Payment Law.

Ms. Bobryk contends that Durand Glass did not compensate employees for the performance of pre-shift and post-shift duties that extended before and after, respectively, shift start and end times. Such activities include, but are not limited to, changing into and out of protective gear, collecting work equipment and tools at the onset of the shift and returning the same at the outset, receiving critical instructions from outgoing workers or other sources at the onset of a shift and providing such information to oncoming workers at the outset of a shift, shift changeover meetings (where applicable), and the performance of other work-related tasks before and after scheduled shift time (such as checking daily assignments, paperwork duties extending past the scheduled shift end time, or covering for late relief workers). Ms. Bobryk does not contend that Durand Glass never compensated its employees for overtime or failed to pay employees for their scheduled work shifts. Ms. Bobryk does contend, however, that Durand failed to track all time employees performed work-related functions before and after their

scheduled shift start and end times. As a result, employees were denied wages earned as a matter of law.

If Ms. Bobryk is ultimately successful in her pursuit, employees who have joined the litigation may be entitled to compensation for work they performed before and after their shifts. Accordingly, your interests are not aligned with the interest of Durand Glass with respect to this litigation. The attorneys representing Durand Glass do not represent you, and their interests are opposed to yours in the litigation. The attorneys for Durand Glass are fighting to have this Court determine that you are not entitled to unpaid wages and should be paid nothing in conjunction with this litigation, while Ms. Bobryk is seeking to have this Court award her and other employees, including any employee who joins the suit, wages for time worked which was not paid.

**NO FURTHER SOLICITATION OF COMMUNICATIONS
BY DURAND'S COUNSEL AT THIS TIME**

Durand Glass' counsel has reached out to various employees to obtain declarations in connection with this matter. The Court has issued an order temporarily restricting Durand Glass' counsel from engaging in further communications with employees because such employees were not properly notified as to their right to discuss their legal rights with their own counsel prior to such meetings. If you are contacted by Durand Glass' attorneys in connection with this case, you have the right to counsel, and you are free not to participate in connection with such communications. You will not be retaliated against for refusing to speak with any executive or officer of Durand Glass or Durand Glass' attorneys in connection with this matter. Employees who have already spoken with executives or officers of Durand Glass or Durand Glass' attorneys have not been and will not be rewarded in any way. Moreover, this Court will not permit Durand Glass to use such declarations in the litigation.

If the Court determines at a later date that you are entitled to be a class member in connection with this litigation, or if you join into the lawsuit as an opt-in plaintiff now or at a later date, it is illegal for Durand Glass to discharge or retaliate against you for such involvement in the lawsuit. Even if you have signed declarations on behalf of Durand Glass, or have otherwise communicated with Durand Glass' attorneys, your rights to unpaid overtime (to the extent that such are owed) are not affected by such communications or declarations.

QUESTIONS REGARDING THIS NOTICE

If you have any questions regarding this notice or the matters discussed herein, you may contact Justin L. Swidler, Esq., Richard Swartz, Esq., or Nicholas D. George, Esq. of Swartz Swidler, LLC, the attorneys representing Cindy Bobryk and the employees of Durand Glass in this matter. Their phone number is (856) 685-7420. Calls seeking legal advice are confidential and protected by the attorney-client privilege.

LEGAL COUNSEL

The attorneys representing Cindy Bobyrk and others are as follows:

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THIS NOTICE HAS BEEN PROVIDED TO YOU BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY. IF YOU HAVE QUESTIONS REGARDING THIS LITIGATION, YOU SHOULD NOT CONTACT THE COURT. YOU MAY CONTACT THE ATTORNEYS AS PROVIDED ABOVE, OR YOU MAY SPEAK TO AN ATTORNEY OF YOUR OWN CHOOSING.